

1895-025 Chancery Causes: Elizabeth Evans vs. W. G. Colson
Lee Co.

CA-Debt
T-Property

To the Hon. W. S. Miller Judge
of the Circuit Court of Lee
County Virginia.

Your Oratrix, Elizabeth
Evans, who humbly com-
plaining would respectfully
represent, that on or about
22^d day of April 1892, she
sold to one W. G. Colson a
certain tract or parcel of
land situated in Lee County
Virginia for the sum of \$350.⁰⁰
one half of which was
paid in hand, and for the
residue \$175.⁰⁰ the said Colson
executed to your Oratrix his
promissory note due & pay-
able after 12 months with
interest from the date thereof
said note nor no part
thereof has ever been paid
but is now wholly due
your Oratrix, and the same
is filed herewith as part
hereof. About the same time
your Oratrix made a deed
of conveyance for said land
which more fully describes

the same, a copy of which is
herewith filed as part hereof.

This deed was accepted by the
said Colson and by him placed
upon the records of this County
from which said Copy is
taken. Before said sale and
conveyance, the Iron ore supposed
to under lie said land had
been sold & conveyed to other
parties, at this conveyance the said
Colson had full notice and
accepted said conveyance, and
was to pay the price of said
material ~~that~~ ^{and} said ore right
had already been conveyed
and due allowance was
made in the price thereof on
that account.

By an inspection of said Copy
of said conveyance it will
be seen, that your oratrix re-
tained a lien for the payment
of the note hereunder on, on the
land so conveyed, by reason of
which she is advised she has
a lien for the payment thereof.

To enforce which said lien
and have said land or so
much thereof sold as may be
necessary to pay the same
is the object of this Bill.

The prayer of your oratrix
therefore is that said W. G. Colson
be made a party to this Bill
and that he answer the same
but he need not do so upon
oath that being expressly waived
And on a hearing that said
land or so much thereof as
may be necessary be sold &
the moneys hereon be paid
your oratrix, that said lien be
enforced, And for all other
further and general relief, may
supra sine &c.

A. L. Pilemore

p. 4.

^{TP}
Elizabeth Evans

v J. Bill Chip

W. G. Lewison

Decree & note filed.

1895 2nd Feb'y Rules bill
filed Sp'a executed and
Decree Nisi.

" 1st March Rules taken the
last Monday in Feb'y

Decree Nisi conf'd
Cause set for hearing.

" March Term Decree
& Cont'd

" June Term Cont'd

" Nov Term Decree
final Chy 8.18.5
p 256

August 26th 1895-

Plaintiffs Costs

C 3.26

Tap 1.50

Shelf 50

atty 15.00

~~Costs 60~~

\$20.86

Defts Costs C 2.56

S 50

Co C \$306

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To the Honorable W. G. Miller Judge of
the Circuit-Court for Lee County
Virginia,

The defendant answers and answer
of W. G. Colson to a bill of Com-
plaint filed in said Court
against him by Elizabeth Evans,
Respondent says said bill
is not sufficient in law,
but should further answer
be required he answers as
follows:

That it is true that on or about
the 22^d day of April 1892,
he purchased from the Com-
plainant the tract or parcel
of land described in the Copy
of the alleged deed filed with said
bill at the price of \$350⁰⁰,
\$175⁰⁰ of which was paid down,
and for the residue, respondent
executed the note filed by the
Complainant with her bill. It is
true that said note is payable
twelve months after date, but
it is not true that said note
bears interest from its date.
It is further true that respondent
has never paid said note.
It is not true that said Com-
plainant, about the time
of the execution of said

note or at any other time
made a deed by which she
conveyed said land to your
respondent. It is true, how
ever, on said 22nd day of
April 1892, that the said Com-
plainant made executed,
and delivered to your re-
spondent a paper, a copy
of which is filed with this
bill. Upon inspection of
this paper your honor
will see that it is not
a sealed instrument, that
while there is a scroll to
her name, the same is not
recognized as a seal in
the body of said instrument,
a prerequisite, as your
respondent is advised of
a deed. But your respondent
is advised that said paper
will be treated as a contract
in writing for the sale of
real estate, which a Court
of Equity will enforce.
Your respondent will now
show your honor that the
said Complainant bound
herself to convey said tract
of land to your respondent
with covenants of general

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warranty, as will more fully
appear by said Contract in
continuation of said, and respon-
dent will now show your
honor as is admitted
in said bill, before said
sale and attempted convey-
ance, the now one in and
under said tract of
land had been conveyed to
other parties without the
knowledge of respondent
Respondent deems that he had
full notice of the previous
conveyance of said now
one, and accepted said ~~and~~
attempted conveyance, and
agreed to pay the price named
notwithstanding said one
right had already been
conveyed, and he deems that
due allowance, or any all-
owance was made in the
price of said land, on that
account.

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Respondent alleges that the
conveyance to and ownership
by another of said now one
lessens the value of said
land \$150⁰⁰ at the least, and
he is damaged thereby in
that sum, which said sum

1 he here offers to set off against
2 a like amount of the complain-
3 ant's demand. Said iron
4 ore is owned by the Amer-
5 ican Association or its
6 successors or vendees who
7 claim to be in the possession
8 thereof, under the old
9 Brockett deed, conveying
10 the iron ore under a
11 much larger tract, of
12 which this is a part.
13 Respondent is ready and
14 willing to pay to the said com-
15 plainant the same due
16 her, when she makes
17 him a deed in accord-
18 ance with her contract, and
19 allows him a just and
20 proper abatement ~~of the amount~~
21 of the previous conveyance
22 of the iron ore in or as
23 under said tract of land.
24 And now having fully
25 answered respondent's
26 prayers to be hence dismissed
27 with his reasonable costs
28 in this behalf expended,
29 G. H. Sweeney
30 Atty for Respondent,
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W. G. Colson,

advs *Answer*

Elizabeth Evans,

Filed in open Court and
by leave thereof March
the 13th 1898.
A B Munnay Clerk

Elizabeth Evans Plff

vs

W. G. Colson Dft

} In Chancery

This ~~cause~~ came on again this day & he heard upon the papers formerly read in the cause, and was argued by Cunnell.

By the agreement of the parties, the matters in this suit are adjusted and settled as follows:

That the plaintiff recover from the defendant one hundred and fifty dollars as of this date, and \$20.⁸⁶/₁₀₀ Costs, which she accepts in full satisfaction of her debt, and that sum being this day paid to A. L. Price more her attorney, ~~and~~ the plaintiff further agrees to attach a seal to the paper ~~filed~~ in the papers of the cause as a deed, when so requested by the defendant, and the defendant is to pay his own Costs and the Costs striking the cause from the docket, and nothing further remaining to be done in the cause, the same is stricken from the docket.

Elizabeth Evans,
of Final Series

W. G. O. Evans,

C. B. P. 236.

Enter, this,

Nov. 9th 1895.

This book made due the 18th day
of May 1895.

Elizabeth Evans

Plff

Against
W. G. Colson

Defn.

} In chg-

This cause came on this day to be heard upon the Bill of the Plaintiff & exhibits therewith filed and was argued by counsel. On consideration of all which and it appearing that the Defendant W. G. Colson, is properly before the court by service of process for more than 15 days before the regular calling of this Cause on the docket & said Defendant failing to appear & plead, answer, demur or otherwise make defense, upon motion of the plaintiff by counsel her Bill is taken for confessed. It is adjudged, ordered & decreed that Elizabeth Evans, Plaintiff, recover of W. G. Colson, Defendant the sum of \$175 with interest thereon from the 22^d day of April 1892 till paid & the cost of this suit & that said judgment is a lien upon the land in the proceedings mentioned.

It is further adjudged, ordered & decreed that unless said defendant or some one for him pay said sum, interest & cost within 30 days from the entering of this decree that then D. P. Sewell,

who is hereby appointed a special Comm. for the purpose, will, after advertising the time, terms & place of sale for at least 30 days, by written or printed notice posted on the court house door & in the neighborhood of where the land lies, proceed to sell the same or so much thereof as may be necessary to satisfy the requirements of this decree, at the front door of the Court house, at public outcry, to the highest bidder on a credit of 6 & 12 months, except a sum sufficient to pay the costs of suit & sale, which he will require paid in hand & for the deferred payments he will take bonds payable to himself as comm. with good personal security bearing interest from day of sale. But before proceeding to do so hereunder said Comm. will execute a bond ^{before the clerk of this court} in the penalty of \$350⁰⁰ conditioned according to law & said comm. will report his action to a future term of this Court & this Cause is continued.

Elizabeth Evans

243 } Secret
for
sale

W. G. Colver

Mich 7. 1895

Enter this

Mich 12th / 895

Know all Men by these Presents, That we A. L. Pridemore

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fifty dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond or by virtue of said office, post or trust, with coupons detached from the bond of this State. Sealed with our seals, and dated this 9th day of March one thousand eight hundred and ninety four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a suit hath been instituted in the Circuit Court of Lee County by Elizabeth Evans against W. G. Colson and under having been made by the Court requiring from the said Elizabeth Evans for the payment of the costs and damages; If therefore the said Elizabeth Evans shall well and truly pay all costs and damages which may be awarded to the defendant, and all fees due or to become due in such suit, to the officers of the said court

then this obligation to be void or otherwise to remain in full force and virtue.

[SEAL.]

A. L. Pridemore

[SEAL.]

[SEAL.]

In the Circuit Court of the County of Lee, the _____ day of _____ 189 .

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to be recorded,

the suret therein having first justified on oath that _____ estate, after the payment of all _____ just debts, and those for which he _____ bound as security for others and expect to have to pay, _____ worth the sum of _____ dollars, over and above all exemptions allowed by law.

Teste:

_____. Clerk.

Elizabeth Evans

to {

BOND.

Commonwealth.

Filed March the 9th
1898
A. B. Munsey Clerk

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

W. G. Colson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *February*, 189*5*, to answer a bill in Chancery,

exhibited against *him* in our said court by *Elizabeth Evans*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

3rd day of *January* 189*5*, and in the 11 *9th* year of the

Commonwealth.

A. B. Munsey Clerk.

Elizabeth Evans

vs.

{ SUPENA
IN CHANCERY.

W. G. Colson

A. L. Pridemore p. q.

To 2nd Feby Rules,
Circuit Court.

Executed by deliver-
ing an office
Copy of the within
Summons to W. G.
Colson, this Feb 4-1898.
J. M. Weston L. S. for
C. E. Flanary S. S. C.